

EXHIBIT 3

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Groupon, Inc.

Groupon Partner Network Agreement

This Groupon Partner Network Agreement is entered into by and between you ("you", "your" or "Partner") and Groupon, Inc., a Delaware corporation with principal offices at 600 West Chicago Ave., Chicago, IL 60654 (referred to herein as "Groupon", "we" or "us") and contains the terms and conditions that govern your participation in the Groupon Partner Network ("GPN") and incorporates the terms of the following additional documents, including all future amendments or modifications thereto (collectively with this document, the "Agreement"):

- [GPN Terms of Use](#)
- [Groupon Branding Requirements](#)
- [API Terms of Use](#)

By checking the box indicating that you agree to all of the terms and conditions of the Agreement or by continuing to participate in GPN following a change in the Agreement, you agree to be bound by the Agreement. You additionally represent that you lawfully are able to enter into this Agreement on your own behalf or if you are entering into this Agreement on behalf of a legal entity, that you have the authority to bind such entity and that this Agreement is fully binding upon the entity.

1. Groupon Partner Network.

- a. **Description.** The purpose of GPN is to permit you to advertise Deals on the Advertising Site and to accrue Commissions from Qualifying Revenue from Qualifying Purchases made by your end users during the Action Referral Period and/or, if applicable, for Qualifying Leads.
- b. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the following meanings:
 - i. The "**Action Referral Period**" begins when your end user clicks on a Link from the Advertising Site and ends after the time period described in your Commission Plan, provided that cookies placed on the equipment used by the end user to access the Website remain intact and the end user does not click on another partner's link.
 - ii. An "**Advertising Site**" is your website or websites and any internet-connected applications for mobile devices, if applicable.
 - iii. A "**Chargeback**" means a sale that is not eligible for payout as a Qualifying Purchase due to (a) end user return of the purchased service or product, (b) duplicate entry, (c) non-receipt of payment from, or refund of payment for a sale, (d) other clear error, or (e) the sale being in violation of Groupon's terms of sale, located at www.groupon.com/terms.
 - iv. "**Commissions**" are accrued as a percentage of the Qualifying Revenue generated by a Qualifying Purchase and/or for a Qualifying Lead, if applicable, as described in the Commission Plan and payable in the manner outlined in Section 5.
 - v. "**Commission Plan**" means the section of your GPN account that identifies the Commissions you will accrue for Qualifying Purchases and Qualifying Leads.
 - vi. A "**Deal**" is any item sold through the Website.
 - vii. "**Groupon Brand Features**" means Groupon trademarks, logos or designs
 - viii. "**Groupon Content**" means any content or material of Groupon or its licensors provided or made available to you in connection with GPN and/or any Deal, including any data, images, text, link formats, widgets, links, or API material.
 - ix. A "**Link**" is one or more specific HTML or Javascript codes assigned to you as part of your membership in GPN and which provides a unique URL to the Website in order to track Qualifying Revenue, Qualifying Purchases and Qualifying Leads, as applicable, for purposes of calculating Commissions. A Partner may access Groupon's API to access information about Deals and utilize such available information on its Advertising Site to generate Links.
 - x. A "**Qualifying Lead**" is when your end user submits, via a Link, a unique email address through the Website that has no prior subscription or transaction history with Groupon.



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- xi. A “**Qualifying Purchase**” is a purchase, subject to any Chargebacks, by your end user of the Advertising Site who purchases a Deal through a Link on an Advertising Site within the Action Referral Period while you are an active participant in GPN.
- xii. “**Qualifying Revenue**” is the amount received by Groupon from your end user from a Qualifying Purchase, less amounts received for shipping, handling, gift-wrapping or packaging fees, taxes, rebates, credit card processing fees, and other charges.
- xiii. “**Website**” means any website or any internet-connected applications owned by Groupon or one of its affiliates or subsidiaries.

c. **Application.** In order to participate in GPN, you must first create a GPN account and complete an application that is available at partner.groupon.com. You must provide complete and accurate information about you, including contact information and an email address, and your Advertising Site as part of the application process. You must keep all account information up-to-date at all times. Groupon reserves the right to refuse participation to any applicant or participant at any time in its sole discretion. If Groupon rejects your application, you may reapply at any time; provided, however, that a rejection due an account being previously terminated for breach of this Agreement shall not be eligible for reapplication.

d. **Participation Requirements.** By participating in GPN, you agree to comply with this Agreement. You also agree that failure to comply may result in Groupon terminating this Agreement with you and/or withholding Commission payable to you in addition to any other rights and remedies available to us. You will be deemed to have received all notifications and communications sent to the email address associated with your account, whether you actually receive any such notifications and communications from your email service provider or not.

2. **Compliance with Laws.** You are solely responsible for complying with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions and any other requirements of statutorily recognized authorities in force or applicable in the United States or in any other applicable territory (“**Laws**”), including but not limited to the CAN-SPAM Act of 2003, the Canada Anti-Spam Legislation, and Laws pertaining to consumer protection, data privacy and security, advertising, and electronic mail marketing. You further warrant that no promotion method used by you or the content of your Advertising Sites will reference, implicate, or suggest association with or imply endorsement by Groupon.

3. **Prohibited Activities.**

- a. You will not display any Links or other Groupon Content on any Advertising Site that contain any pornographic, hate-related, violent or illegal content or that promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- b. You will not bid for search engine placement using the term “Groupon”, “Groupon Goods”, “Groupon Getaways”, “groupon.com” or any variation or misspelling thereof or of any Groupon-branded property, mark, slogan or other intellectual property, whether alone or in combination with any other word or phrase, including but not limited to vanity URLs or headlines that would be associated with any resulting paid placement on the search engine.
- c. You will not display Groupon Content on any site that disparages Groupon, its affiliates or subsidiaries or their products or services or infringes on any Groupon intellectual property or other rights.
- d. You will not edit, modify, truncate, or change the order of information contained in any Link or other Groupon Content in any way.
- e. You will not cause any transactions to be made that are not in good faith.
- f. Your promotional activities will be executed and delivered in a manner that is ethical and legal and does not mislead your end users.
- g. You may not engage in promotional activities, use promotional techniques, or engage in any other activity on the Advertising Site that violates intellectual property or proprietary rights of a Groupon or a third party.



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- h. You will not generate or send any email messages using or containing Groupon's API or the Groupon Content or any variation thereof, including Groupon's name or logo, without first obtaining in advance Groupon's express written approval.
- i. You will not engage in any activities that could, in Groupon's reasonable judgment, reflect poorly on Groupon or otherwise disparage or devalue Groupon's reputation or goodwill.
- j. You will not include any trademark of Groupon or its affiliates, or a variant or misspelling of a trademark of Groupon or its affiliates, in any domain name, subdomain name, or in any username, group name, email address, or social network identifier.
- k. You will not cache, record, pre-fetch, or otherwise store any portion of the Groupon Content, or attempt or provide a means to execute any "bulk download" operations.
- l. You will not use or display any Groupon Brand Features or Groupon Content in a manner that could reasonably imply an endorsement, relationship, affiliation with, or sponsorship between you or a third party and Groupon.
- m. You will not wrap or frame your Advertising Site in any manner or in any way copy or resemble the look and feel of the Website, or create the impression that your Advertising Site is one of Groupon's Websites or is part of Groupon's Websites, unless Groupon has expressly approved such activities in advance.
- n. You will not, without the prior written consent of an authorized Groupon representative, aggregate, consolidate or otherwise arrange, display or make available Groupon Content in combination with any Groupon competitors' content (as determined solely by Groupon), for any commercial purpose or in any manner that Groupon determines could diminish the value or integrity of its business or brand.
- o. You will not use Groupon Content to update or create your own database of business listing information, or use it to build an email list.
- p. You will not create, disclose, or sell any information or metrics about, or perform any statistical analysis of Deals or the Groupon Content.
- q. You will not use the Groupon Content on behalf of any third party.
- r. You will not use the Groupon Content to market to or divert Groupon merchants or Groupon customers from Groupon services.
- s. You will not engage in cookie stuffing.
- t. You will not cause any software to be downloaded or installed without an end user's prior affirmative consent.

4. **Privacy Policy.** You must have, abide by and conspicuously post an accurate privacy policy on the Advertising Site that specifies your collection, use, sharing and retention policies relevant to visitor and customer information, including without limitation, a provision that clearly discloses that third parties may be placing and reading cookies on your end users' browsers when you promote Deals on the Advertising Site and displaying such provision as is required by applicable Laws. Your privacy policy must comply with all applicable laws and regulations regarding the privacy of visitor information, be commercially reasonable, and fully and accurately disclose your collection, use and disclosure of visitor information. Your privacy policy also should include information about user options for cookie management.

5. **Payment.** You will accrue Commissions in accordance with the Commission Plan as a percentage of Qualifying Revenue from a Qualifying Purchases made through one or more Links and/or for generating Qualifying Leads. Payments will be made by direct deposit or check as elected by you. Groupon will pay you approximately sixty (60) days following the end of each calendar month, provided that (a) your GPN account balance is \$25 or greater, if you elected to receive payment by direct deposit or (b) your GPN account balance is \$50 or greater, if you elected to receive payment by check and subject to any withholding or deductions as described below. If your account balance is less than the payment threshold for your payment method, Commissions will continue to accrue until your balance at the end of a calendar month is equal to or greater than the payment threshold. If you select payment by check, a processing fee of \$10 will be deducted from your Commissions for each check that is sent to you. To ensure proper payment, you are solely responsible for providing and maintaining accurate contact and payment information. We may be obligated to collect tax information from you in order to pay Commissions, which you agree to provide as part of the application process. If we request tax information from



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you and you do not provide the requested information, we may withhold your Commissions until the information is provided or you are able to demonstrate that this information is not required from you. In the event you breach Sections 3(b), 3(e), 3(s), or 3(t) of this Agreement, Groupon reserves the right to withhold all Commissions due to you. In the event this Agreement is terminated, Groupon agrees to pay any outstanding Commissions earned within approximately ninety (90) days after the end of the calendar month in which the Agreement is terminated; provided, however, that Groupon shall not make payments for account balances of less than \$10. Groupon will make all commercially reasonable efforts to pay out account balances due as provided in this Section 5. If, however, Groupon is unable to make payments after twenty-four (24) months, Groupon may, without notice to you, turn over such unpaid and undeliverable Commissions to the eligible state or governmental entity in accordance with applicable laws. Groupon reserves the right to change its payment or commission structure at any time.

6. **Term and Termination.** The term of this Agreement begins when Groupon accepts your application and will end when terminated in accordance with this Agreement. Either party may terminate this Agreement upon seven (7) days written notice. Groupon reserves the right to terminate this Agreement if you breach the terms of the Agreement or engage in any of the prohibited activities by giving you written notice of the termination at any time. Any termination of this Agreement also immediately terminates any licenses granted to you hereunder and requires you to immediately remove all licensed content from the Advertising Site and destroy any other materials provided or made available by or on behalf of us to you under this Agreement. Provisions of this Agreement that by their nature and context are intended to survive the termination of this Agreement (such as, but not limited to, confidentiality, publicity, indemnification, limitation of liability and disclaimers) shall survive termination of this Agreement. Groupon will make payment for any accrued but unpaid payment obligations under this Agreement; provided, however, that Groupon can withhold any accrued payments for a reasonable period following termination to ensure that the correct amount is paid. No termination of this Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Agreement prior to termination.

7. **Intellectual Property.** As between you and Groupon, any and all Groupon Content, is and will at all times remain the sole and exclusive property of Groupon and is protected by applicable intellectual property laws and treaties (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You agree that at no time during or after the termination of this Agreement will you attempt to register any trademarks (including domain names) that are derived from or confusingly similar to those of Groupon, its affiliates, or its subsidiaries or to the Groupon Content, or will you buy or otherwise arrange to use any such domains to redirect internet content to the Advertising Site. Groupon will own all right, title, and interest (including all intellectual property rights) in and to all information that is created or collected in connection with this Agreement, including without limitation, (a) any contact information collected from any end user who enters the Website through the Advertising Site ("**Customer Information**"), and (b) any information regarding click-through rates or product purchases by end users ("**Sales Information**"). You acknowledge the validity and Groupon's ownership of the API, Groupon Content, Customer Information, and Sales Information. You understand and agree that you do not gain any intellectual property rights in the API, Groupon Content, Customer Information, or Sales Information by accessing or downloading these items. Should you develop, adopt, or acquire, directly or indirectly, any right, title, or interest in the API, Groupon Content, Customer Information or Sales Information, you hereby assign, transfer, and convey to Groupon all such right, title, and interest to the API, Groupon Content, Customer Information, and Sales Information.

You agree that you will not, nor assist others to, challenge Groupon's ownership of the Groupon Brand Features, API, Groupon Content, Customer Information or Sales Information. You agree that at no time during or after the termination of this Agreement will you use, register, or apply to register any trademark, service mark, logo, icon, trade name, trade dress, name, title, copyright, or domain name containing the Groupon Content or any mark or other intellectual property that is confusingly similar thereto or dilutive thereof. If you do, you agree to transfer any registrations, at your expense, to Groupon at Groupon's request and to cooperate by providing any information, signing any documents and providing appropriate authorizations necessary to accomplish the transfer. You shall not remove or alter any trademark or copyright notices or engage, participate, or otherwise



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become involved in any activity or course of action that diminishes or tarnishes the image or reputation of Groupon. You acknowledge that your use of Groupon Content and Groupon intellectual property hereunder inures to the benefit of and goodwill of Groupon.

If you provide Groupon or any of its affiliates with feedback, suggestions, reviews, modifications, data, images, text, or other information or content about a Groupon product or service or otherwise in connection with this Agreement, any Groupon Content, or your participation in GPN, (collectively, "**Feedback**"), you hereby irrevocably assign to us all right, title, and interest in and to Feedback. In the event your assignment to us is invalid for any reason, you hereby irrevocably grant Groupon and its affiliates a perpetual, paid-up royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to (a) use, reproduce, perform, display, and distribute Feedback in any manner; (b) adapt, modify, re-format, and create derivative works of Feedback for any purpose and sublicense the foregoing rights to any other person or entity. Additionally, you hereby warrant that: (y) Feedback is your original work, or you obtained your submission in a lawful manner; and (z) Groupon and its sublicensees' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. You agree to provide us such assistance as we may require to document, perfect or maintain our rights in and to Feedback.

8. **Limited License.** Subject to the terms set forth in the [Groupon Branding Requirements](#) and elsewhere in this Agreement, Groupon grants you a personal, limited, non-exclusive, revocable, non-sublicensable, non-transferable, worldwide, royalty-free license for the duration of your participation in GPN to display the Groupon Content on the Advertising Site solely for the purpose of your participation in GPN. You may not use the Groupon Content for any other purpose without Groupon's prior written consent. These license rights are further limited by the restrictions set forth elsewhere in this Agreement, and all rights not expressly granted to you hereunder are reserved by Groupon. You acknowledge and agree that Groupon may monitor the Advertising Site in order to confirm compliance with this Agreement and the [Groupon Branding Requirements](#) and may request information at any time to support your compliance with this Agreement. Should you fail to provide responsive information, or if Groupon, in its sole discretion, determines that you or the Advertising Site are not complying with this Agreement, Groupon may terminate your license in accordance with Section 6. Nothing in this Agreement shall be construed to prevent Groupon from granting other licenses for, or itself making use of, the API, Groupon Content, or other features associated with the Groupon brand in any manner whatsoever.
9. **Publicity.** You agree that you shall not issue any press release or other public statement relating to this Agreement without the express prior written consent of an authorized Groupon representative.
10. **Confidentiality.** In connection with your participation in GPN, you may be provided with data and information that is designated as confidential or that is reasonably understood to be proprietary or confidential (the "**Confidential Information**"). You agree to keep the Confidential Information confidential. In no event will you use less than reasonable care to prevent the unauthorized disclosure of the Confidential Information to third parties. If you become aware of any unauthorized use or disclosure of the Confidential Information, you shall promptly and fully notify Groupon of all facts known to it concerning such unauthorized use or disclosure and shall cooperate with Groupon to seek a protective order or other appropriate remedy to protect such Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) is now or subsequently becomes generally available to the public through no fault or breach on the part of you; (ii) you had lawfully in your possession without an obligation of confidentiality to Groupon prior to disclosure hereunder and not otherwise in breach of this Agreement; (iii) you can demonstrate to have independently developed without the use of any Confidential Information of Groupon as evidenced by written documentation; or (iv) you lawfully obtain from a third party who has the right to transfer or disclose it and who provides it without any obligation to maintain the confidentiality of such information.
11. **Representations and Warranties.** You represent and warrant that (i) all of the information provided by you to Groupon is correct and current; (ii) you are over 18 years of age; (iii) you have all necessary right, power, and authority to enter into this Agreement; (iv) the Advertising Site and any promotional activities used or created by



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you do not and will not infringe on Groupon's or any third party's intellectual property or proprietary rights; and (v) you are acting in your professional capacity and not as a consumer.

12. **Indemnification.** You agree that your participation in GPN is at your own risk and you agree to hold harmless, defend (subject to Groupon's right to participate with counsel it selects) and indemnify Groupon and its subsidiaries, affiliates, directors, officers, agents, employees and suppliers from and against any and all claims, damages, liabilities, costs and fees (including reasonable attorneys' fee) arising from, or in any way related to your or your end users' use of or participation in GPN, the Advertising Site and/or your breach of this Agreement. You will not agree to any settlement that imposes any obligation on Groupon without Groupon's prior consent.
13. **Limitation of Liability.** IN NO EVENT SHALL GROUPON OR ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE OR OBLIGATED TO THE OTHER PARTY OR ANY THIRD PARTY IN ANY MANNER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF DATA OR LOSS OF USE) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. GROUPON'S SOLE AND COMPLETE LIABILITY TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT PAID TO YOU PURSUANT TO THIS AGREEMENT IN THE THREE MONTHS IMMEDIATELY PRECEDING YOUR CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY. ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE MADE BY YOU WITHIN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM OR OF ANY TERMINATION OF THIS AGREEMENT. IF SUCH CLAIM IS NOT FILED THEN THAT CLAIM IS BARRED PERMANENTLY.
14. **Disclaimers.** GPN, THE WEBSITE AND THE GROUPON BRAND FEATURES ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE." GROUPON DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND DUTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, INTERFERENCE WITH QUIET ENJOYMENT OR NON-INFRINGEMENT. GROUPON DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES OFFERED ON OR THROUGH THE WEBSITE SHALL BE UNINTERRUPTED OR ERROR-FREE, OR THAT PARTICIPATION IN GPN WILL RESULT IN ANY REVENUE OR PROFIT FOR YOU. FOR THE AVOIDANCE OF DOUBT, GROUPON DOES NOT GUARANTEE GPN OR THE WEBSITE WILL BE OPERABLE AT ALL TIMES, INCLUDING OUTAGES (I) TO ANY PUBLIC INTERNET BACKBONES, NETWORKS OR SERVERS; (II) CAUSED BY ANY FAILURES TO YOUR EQUIPMENT, SYSTEMS OR LOCAL ACCESS SERVICES; OR (III) FOR PREVIOUSLY SCHEDULED MAINTENANCE.
15. **Modification.** This Agreement constitutes the entire agreement between the parties. Groupon may amend or modify this Agreement at any time. You will be notified of amended or modified terms by email and will have seven (7) days to opt out of accepting the amended or revised terms and terminating your account with and participation in GPN. Your continued participation in GPN after Groupon has updated terms will constitute acceptance of the amended or modified Agreement.
16. **Assignment.** Neither party may assign or transfer its rights or obligations under this Agreement, whether by operation of law or otherwise, without the other party's prior written consent. Notwithstanding the foregoing, Groupon may assign this Agreement to a present or future affiliate or pursuant to a merger, consolidation, reorganization or sale of all or substantially all of the assets or business without notice to you.
17. **Force Majeure.** Whenever a period of time is herein prescribed for action to be taken by Groupon, Groupon shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time and any delays (including an allowance for holidays) due to strikes, riots, acts of God, war, governmental laws,



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regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Groupon.

18. **Waiver; Severability.** Any waiver of a provision of these terms must be in writing, expressly identify the provision to be waived and signed by an authorized representative of Groupon. Our failure to enforce, whether in one instance or repeated instances, your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement. If any of the provisions of these terms are held by a court of competent jurisdiction to be unenforceable or invalid, then such provisions will be ineffective to the extent of the court's ruling. All remaining portions of these terms shall remain in full force and effect.
19. **Exclusivity.** You agree that at any time you display a Link on the Advertising Site, you will not display any other advertisement or content that your end user would reasonably confuse with Groupon's Link or otherwise associate with Groupon.
20. **Choice of Law; Venue.** The validity, interpretation and construction of this Agreement and all other related matters shall be governed and interpreted by the laws of the State of Illinois without regard to its conflict or choice of law principles. Venue for any disputes, controversies or claims arising out of or relating to this Agreement or the breach hereof, the rights granted or obligations undertaken herein, shall be limited to a federal or state court located within Cook County, Illinois. Each Party hereby submits to the exclusive jurisdiction of such courts and you expressly waive and withdraw your rights under any law or statute conferring jurisdiction on the basis of nationality to courts other than those federal or state courts located within Cook County, Illinois.
21. **Miscellaneous.** The parties are independent contractors. Nothing in this Agreement shall be construed to create a joint venture, partnership, franchise, or an agency relationship between you and Groupon. Neither party has the authority, without the other party's prior written approval, to bind or commit the other party in any way. You acknowledge and agree that Groupon and its affiliates may at any time, directly or indirectly, solicit customer referrals on terms that may differ from those contained in this Agreement or may operate sites that are similar to or compete with your site. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected. The headings in this Agreement are inserted for reference only and are not to be considered in the interpretation or construction of the provisions thereof or hereof. In the event the terms of this Agreement conflict with any other terms or policies cited herein, this Agreement will control.